

HHSC Contract No.  
455-20-1002 Contract No.

## INTERAGENCY COOPERATION CONTRACT

BETWEEN

{RAILROAD COMMISSION OF TEXAS}

AND


HEALTH AND HUMAN SERVICES COMMISSION

This Interagency Cooperation Contract (the “**Contract**”) is entered into by and between the Railroad Commission Of Texas (the “**RRC**” or “**Receiving Agency**”) and the Health and Human Services Commission (the “**HHSC**” or “**Performing Agency**”), for and on behalf of its Office of Deaf and Hard of Hearing Services for Communication Services for State Agencies under the provisions of the Texas Government Code Chapter 771. In this Contract, the RRC and the HHSC are referred to individually as (a “**Party**”) and collectively as (the “**Parties**”).

### I. CONTRACT REPRESENTATIVES

The following will act as the Representatives authorized to administer activities under this Contract on behalf of their respective Party.

#### Performing Agency

Agency No. 529  
Health and Human Services Commission  
Attn: Krystina Flanigan  
4900 N. Lamar Blvd.  
Austin, Texas 78751  
(512) 813-9855  
(512) 407-3299 fax  


#### Receiving Agency

Agency No. 455  
Railroad Commission of Texas  
Attn: Sonya Patterson  
1701 N. Congress Ave.  
Austin, Texas 78701  
(512) 463-4102  
[sonya.patterson@rrc.texas.gov](mailto:sonya.patterson@rrc.texas.gov)

The Parties reserve the right to make changes to the designated Contract Representative by giving ten (10) days written notice to the other Party.

### II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract as described in **Attachment A - Statement of Work**.

### III. CONTRACT PERIOD AND RENEWAL

The Contract is effective as on the signature date of the latter of the Parties to sign this Contract and terminates on December 31, 2022, unless terminated earlier pursuant to the terms and conditions of this Contract. The Parties may renew this Contract by written mutually agreeable terms to the Parties.

### IV. AMENDMENT AND CHANGES

Any alterations, additions, or deletions to the terms of this Contract shall be by written amendment executed by the Parties. Any changes to the terms of this Contract that are required by changes in federal or state law or by regulations shall be automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

## V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract will not exceed \$270,000.00. All expenditures under the Contract will be in accordance with **Attachment A, Statement of Work**.

## VI. BASIS FOR COMPUTING REIMBURSABLE COSTS

- A. Receiving Agency shall pay for sign language interpreter and Computer Assisted Realtime Transcription (CART) services received from Performing Agency that shall conform to and shall not exceed the established policy and rates set by Performing Agency and are reflected in the CSSA Maximum Rates schedule located on the Performing Agency website at <https://hhs.texas.gov/doing-business-hhs/contracting-hhs/communication-services-state-agencies/cssa-maximum-rates>.
- B. Performing Agency shall add, and Receiving Agency agrees to pay, a 10% administrative fee to Performing Agency for all charges invoiced under the Contract. This fee shall be based upon actual hours of services billed to Receiving Agency at the hourly charges reflected in the CSSA Maximum Rates schedule.
- C. Revisions to the CSSA Maximum Rates schedule are typically made at the beginning of each fiscal year. Performing Agency shall contact Receiving Agency and a notice of upcoming changes shall be published on the website at least 30 days in advance of the effective date of any change.

## VII. LEGAL NOTICES

Any Legal Notices required or permitted to be given under this Contract by either Party shall be in writing and shall be delivered by regular first class mail, by email, and/or by common carrier, overnight delivery with signature required, and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the Party at the address specified in this section:

### Performing Agency

Health and Human Services Commission  
Attn: Office of the Chief Counsel  
4900 N. Lamar Blvd.  
Austin, Texas 78751

### Receiving Agency

Railroad Commission of Texas  
Attn: Office of General Counsel  
1701 N. Congress Ave.  
Austin, Texas 78701

Either Party may change its designated contact person and address for receiving legal notice by providing written notice to the other Party without the necessity of an amendment to this Contract.

## VIII. TERMINATION

Either Party may terminate this Contract at any time by providing the other Party with 30 days' advance written notice.

## IX. CERTIFICATIONS

The undersigned Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;

- B. Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state government; and
- D. The services contracted are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

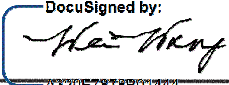
The Receiving Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Natural Resources Code, Chapter 81.

The Performing Agency further certifies that it has statutory authority to contract for the services described in this contract under the provisions of Texas Government Code, Chapter 531.


**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR**  
**HHSC CONTRACT NO. \_\_\_\_\_**  
**RRC CONTRACT NO. 455-20-1002**

**RECEIVING AGENCY**  
**Railroad Commission of Texas**

By:  \_\_\_\_\_  
Wei Wang  
Executive Director

**PERFORMING AGENCY**  
**Health and Human Services Commission**

By:  \_\_\_\_\_  
Joe Perez  
Deputy Associate Commissioner for Health,  
Developmental, & Independence Services

Date of Execution: 11/6/2019

Date of Execution: 11/5/2019

**The following Attachment is attached and incorporated as part of the Contract:**

**Attachment A - Statement of Work**

ATTACHMENT A

STATEMENT OF WORK

**I. Performing Agency Responsibilities**

Performing Agency will:

- A. Provide sign language interpreter services or Computer Assisted Realtime Transcription (CART) services for Receiving Agency at the request of the Receiving Agency.
- B. Ensure that sign language interpreter or CART services shall be provided to the Receiving Agency by Performing Agency-approved service provider contractors.
- C. Determine the most appropriately qualified and available certified interpreter or CART provider.
- D. Confirm that only certified interpreters or CART providers are used to provide services.
- E. Maintain a monthly Assignment Log (the "Log") and submit same to Receiving Agency by the last business day of the following month. Log shall be in a format designated by Receiving Agency and must include the following:
  - 1. Date of service;
  - 2. Name and address of location serviced;
  - 3. Name of the interpreter or CART provider who performed the service;
  - 4. Total instances of all appointments that are no show, and cancellations of less than 48 hours-notice including instances when an appointment cancellation by the service provider contractor was necessary;
  - 5. Total Cost of services provided.
- F. Prepare ad hoc reports within a reasonable time of a request by Receiving Agency in concurrence with Performing Agency.
- G. Submit the monthly Performing Agency's Performance Back-up Documentation Report by the last business day of the following month in a format designated by Receiving Agency. The Performance Back-up documentation must include:
  - 1. Type of assignment; and
  - 2. Number of interpreters or CART providers needed to complete each assignment.
- H. Receive and investigate complaints regarding service and report to Receiving Agency in a format and frequency requested by Receiving Agency.
- I. Provide a list of Performing Agency-approved service provider contractors available at <https://dhhs.hhsc.state.tx.us/providers/cssacontractors.asp>.
- J. Receive and dispense funds for payment to service provider contractors for services rendered in accordance with this Contract.



- K. Bill Receiving Agency for services provided in accordance with the established CSSA Maximum Rates schedule located at <https://hhs.texas.gov/doing-business-hhs/contracting-hhs/communication-services-state-agencies/cssa-maximum-rates>, as amended. Performing Agency will notify Receiving Agency in writing along with a notice of upcoming changes published on the Performing agency website at least thirty (30) days in advance of the effective date of any change(s).
- L. Comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect during the term of this Contract.

## II. Invoice and Payment

- A. Performing Agency will submit requests for payment within thirty (30) calendar days following the end of the month covered by the bill. Voucher and any supporting documentation will be submitted by electronic mail to:

Sonya Patterson 1701 North Congress Ave.  
Phone: 512-463-6813  
Email: [sonya.patterson@rrc.texas.gov](mailto:sonya.patterson@rrc.texas.gov)

- B. Receiving Agency shall pay for services received from Performing Agency that shall conform to and shall not exceed the established policy and rates set by Performing Agency and are reflected in the CSSA Maximum Rates schedule located at <https://hhs.texas.gov/doing-business-hhs/contracting-hhs/communication-services-state-agencies/cssa-maximum-rates> as amended.
- C. Receiving Agency will reimburse Performing Agency for any related costs of an appointment that is canceled less than forty-eight (48) hours before the scheduled appointment.
- D. Receiving Agency will not reimburse Performing Agency for any related costs of an appointment that is canceled more than 48 hours before the scheduled services.
- E. Performing Agency shall add a 10% administrative fee to all charges. The administrative fee shall be based upon actual hours of services billed to Receiving Agency at the hourly charges reflected in the CSSA Maximum Rates schedule, as amended.
- F. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the Receiving Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the Receiving Agency, if sufficient and adequate funds are not available.


## III. Point of Contact

All nonlegal notices required under this Contract shall be provided to the individuals identified in this section. During the term of this Contract, either party shall provide written notice within ten (10) days of a change of the individual identified as the Point of Contact for the other party.

**Receiving Agency Point of Contact:**

Sonya Patterson, Contract Manager  
RRC Operations  
(512) 463-6813  
[sonya.patterson@rrc.texas.gov](mailto:sonya.patterson@rrc.texas.gov)

**Performing Agency Point of Contact:**

Margaret Susman, Contract Manager  
HHSC Office of Deaf and Hard of Hearing Services  
(512) 438-4862  


(Remainder of Page Intentionally Left Blank)